

1 BILL NO. S-90-03- 34

2 SPECIAL ORDINANCE NO. S- 77-90

3 AN ORDINANCE approving the awarding of
4 Reference #922 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and UNDERGROUND
7 PIPE AND VALVE, INC. AND ETNA SUPPLY
8 COMPANY for the Water Maintenance and
9 Service Department.

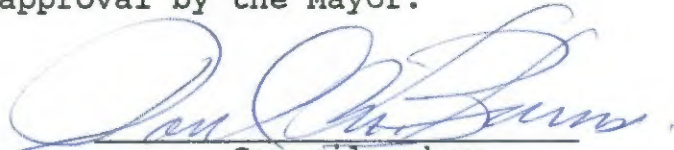
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA;

12 SECTION 1. That Reference #922 between the City of
13 Fort Wayne, by and through its Department of Purchasing and
14 UNDERGROUND PIPE AND VALVE, INC. AND ETNA SUPPLY COMPANY for
15 the Water Maintenance and Service Department, respectfully
16 for:

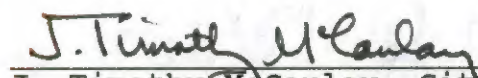
17 the purchase of construction materials
18 during 1990 for the Water Maintenance
19 and Service Department;

20 involving a total cost of Thirty-Five Thousand Seven Hundred
21 Eighty-Four and 98/100+/- Dollars (\$35,784.98+/-)-
22 (UNDERGROUND - \$18,913.31+/-; ETNA - \$16,871.67+/-), all as
23 more particularly set forth in said Reference #922 which is
24 on file in the Office of the Department of Purchasing, and
25 is by reference incorporated herein, made a part hereof, and
26 is hereby in all things ratified, confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all
29 necessary approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

REF. NO.: 922
DEPT.: W M & S
DATE: 3/15/90
ITEM/SERV.: WATER CONSTR MATERIALS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 2/2/90 & 2/9/90
OPENING DATE: 2/22/90
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 17
NO. OF VENDORS RECEIVING BID: 7
NO. OF VENDORS RETURNING BID: 3
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 14
DATE SENT TO DEPT FOR RECOMM.: 2/22/90
DATE RECOMMENDATION REC'D IN PURCH: 3/7/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.: 3/15/90
INTRODUCTION DATE: 3/27/90
DISCUSSION DATE: 4/3/90
PASSAGE DATE: 4/10/90
ORDINANCE NO.:
AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 922
CONSTRUCTION MATERIALS
W M & S

DESCRIPTION	QTY UNIT +/-	UNDERGROUND	E J P	ETNA
REPAIR CLAMPS				
SIZE				
6 X 8 X 3/4	5 EA	\$34.41	\$172.05	\$41.35 \$206.75 \$44.53 \$222.65
8 X 8 X 3/4	1 EA	\$36.48	\$36.48	\$46.25 \$46.25 \$46.25
8 X 8 X 2	4 EA	\$53.39	\$213.56	\$53.27 \$213.08 \$71.09 \$284.36
12 X 12 X 1 1/2	2 EA	\$83.06	\$166.12	\$100.42 \$200.84 \$94.60 \$189.20
12 X 12 X 2	2 EA	\$94.49	\$188.98	\$104.04 \$208.08 \$97.46 \$194.92
16 X 16 X 1 1/2	4 EA	\$145.07	\$580.28	\$191.62 \$766.48 \$253.29 \$1,013.16
16 X 16 X 2	4 EA	\$152.96	\$611.84	\$195.25 \$781.00 \$259.56 \$1,038.24
24 X 16 X 1 1/2	1 EA	\$192.11	\$192.11	\$373.10 \$373.10 \$303.27 \$303.27
24 X 16 X 2	1 EA	\$205.28	\$205.28	\$376.74 \$376.74 \$309.25 \$309.25
TAPPING SLEEVES				
6 X 4	2 EA	\$187.00	\$374.00	\$172.11 \$344.22 \$156.35 \$312.70
6 X 6	4 EA	\$201.00	\$804.00	\$215.67 \$862.68 \$177.45 \$709.80
8 X 4	4 EA	\$194.00	\$776.00	\$170.31 \$681.24 \$160.15 \$640.60
8 X 6	2 EA	\$209.00	\$418.00	\$198.47 \$396.94 \$182.06 \$364.12
8 X 8	4 EA	\$262.00	\$1,048.00	\$263.73 \$1,054.92 \$226.65 \$906.60
12 X 6	12 EA	\$227.00	\$2,724.00	\$233.06 \$2,796.72 \$199.57 \$2,394.84
12 X 8	2 EA	\$288.00	\$576.00	\$287.35 \$574.70 \$257.96 \$515.92
12 X 12	2 EA	\$420.00	\$840.00	\$452.35 \$904.70 \$386.71 \$773.42
16 X 6	4 EA	\$244.00	\$976.00	\$322.95 \$1,291.80 \$220.00 \$880.00
16 X 8	1 EA	\$314.00	\$314.00	\$384.75 \$384.75 \$285.21 \$285.21
16 X 12	1 EA	\$453.00	\$453.00	\$520.55 \$520.55 \$418.15 \$418.15
TAPPING SLEEVE/ALT				
6 X 4	4 EA	\$181.32	\$725.28	\$220.80 \$883.20 \$170.10 \$680.40
6 X 6	4 EA	\$202.92	\$811.68	\$251.55 \$1,006.20 \$193.60 \$774.40
8 X 6	4 EA	\$208.83	\$835.32	\$254.25 \$1,017.00 \$183.59 \$734.36
8 X 8	4 EA	\$292.86	\$1,171.44	\$315.90 \$1,263.60 \$245.80 \$983.20
12 X 6	4 EA	\$225.18	\$900.72	\$323.20 \$1,292.80 \$288.10 \$1,152.40
12 X 8	4 EA	\$320.76	\$1,283.04	\$390.75 \$1,563.00 \$266.80 \$1,067.20
12 X 12	4 EA	\$525.33	\$2,101.32	\$733.24 \$2,932.96 \$481.95 \$1,927.80
16 X 6	4 EA	\$295.44	\$1,181.76	\$505.05 \$2,020.20 \$389.65 \$1,558.60
16 X 8	4 EA	\$417.78	\$1,671.12	\$601.55 \$2,406.20 \$449.80 \$1,799.20
16 X 12	4 EA	\$572.17	\$2,288.68	\$957.80 \$3,831.20 \$661.59 \$2,646.36
DUO SOLID SLEEVES				
3	1 EA	\$69.50	\$69.50	NO BID \$0.00 \$79.75 \$79.75
4	5 EA	\$63.00	\$315.00	NO BID \$0.00 \$65.60 \$328.00
6	17 EA	\$89.00	\$1,513.00	NO BID \$0.00 \$86.90 \$1,477.30
8	5 EA	\$118.00	\$590.00	NO BID \$0.00 \$110.04 \$550.20
10	1 EA	\$157.00	\$157.00	NO BID \$0.00 \$141.65 \$141.65
12	3 EA	\$192.00	\$576.00	NO BID \$0.00 \$179.62 \$538.86
16	6 EA	\$416.00	\$2,496.00	NO BID \$0.00 \$405.10 \$2,430.60

24	4 EA	\$1,740.00	\$6,960.00	NO BID	\$0.00	\$883.00	\$3,532.00
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CUTTING-IN-SLEEVES

6	25 EA	\$98.50	\$2,462.50	\$115.00	\$2,875.00	\$103.25	\$2,581.25
12	10 EA	\$232.50	\$2,325.00	\$255.00	\$2,550.00	\$240.70	\$2,407.00

REPAIR CLAMPS

2 X 7 1/2	2 EA	\$17.53	\$35.06	\$18.76	\$37.52	\$27.47	\$54.94
4 X 8	10 EA	\$22.54	\$225.40	\$24.89	\$248.90	\$33.16	\$331.60
4 X 12	10 EA	\$35.36	\$353.60	\$39.94	\$399.40	\$46.93	\$469.30
6 X 8	100 EA	\$27.99	\$2,799.00	\$29.67	\$2,967.00	\$37.42	\$3,742.00
6 X 12	100 EA	\$42.92	\$4,292.00	\$47.54	\$4,754.00	\$55.64	\$5,564.00
8 X 8	10 EA	\$31.06	\$310.60	\$34.55	\$345.50	\$42.65	\$426.50
8 X 12	10 EA	\$49.54	\$495.40	\$55.47	\$554.70	\$63.60	\$636.00
12 X 8	5 EA	\$45.62	\$228.10	\$53.29	\$266.45	\$61.56	\$307.80
12 X 12	5 EA	\$64.91	\$324.55	\$85.37	\$426.85	\$94.10	\$470.50
12 X 18	2 EA	\$105.66	\$211.32	*	\$0.00	\$143.75	\$287.50
16 X 12	1 EA	\$103.54	\$103.54	\$155.00	\$155.00	\$211.96	\$211.96
16 X 16	3 EA	\$141.41	\$424.23	\$176.53	\$529.59	\$252.70	\$758.10
16 X 20	4 EA	\$198.15	\$792.60	\$225.00	\$900.00	\$334.79	\$1,339.16
20 X 16	1 EA	\$166.85	\$166.85	\$231.20	\$231.20	\$290.85	\$290.85
24 X 24	1 EA	\$342.18	\$342.18	\$606.87	\$606.87	\$762.09	\$762.09
30 X 16	1 EA	\$270.18	\$270.18	\$489.41	\$489.41	\$457.10	\$457.10

\$53,478.67	\$49,539.29	\$55,302.59
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* BID ON TWO ALTERNATES

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-22-90 @ 11:00 AM BID REFERENCE # 922

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CONSTRUCTION MATERIALS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NINE % IF PAID WITHIN 30 Net DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Underground Pipe & Valve Inc
STREET ADDRESS 617 Ley Road
CITY Fort Wayne PHONE # 483 1451
BY Phillip A. Maunula
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: February 19, 1990

1. Governmental Unit: Department of Purchasing City of Fort Wayne

2. County: Allen County

3. Bidder (Firm): Underground Pipe & Valve, Inc.

Address: P.O. Box 508

City/State: South Bend, IN 46624

4. Telephone Number: (219) 282-2323

5. Agent of Bidder (if applicable): James P. Butler

Pursuant to notices given, the undersigned offers bid(s) to Dept. Purchasing Ft. Wayne
 (Departmental Unit) in accordance with the following attachment(s) which specify the class or item number or
 description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
			See attached		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Elbert) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Underground Paper & Value, Inc
Bladder (firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 20 day of Feb, 19 90

My Commission Expires: Sept 9, 1997

County of Residence: *St Joseph*

Allen Luck
Notary Public

Helen Luett
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ and promises to pay the undersigned bidder upon delivery the price _____ classes or items numbered _____ quoted for the materials stipulated in said bid.

Contracting Authority Numbers:

Date: _____

.....

.....

REPAIR CLAMPS - SERVI SEAL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD OR APPROVED
EQUALS

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
6" X 8" X 3/4"	5	Power Seal	3131AS	34.41	/	172.05
8" X 8" X 3/4"	1	Power Seal	3131AS	36.48	/	36.48
8" X 8" X 2"	4	Power Seal	3131AS	53.39	/	213.55
12" X 12" X 1 1/2"	2	Power Seal	3131AS	83.06	/	166.12
12" X 12" X 2"	2	Power Seal	3131AS	94.49	/	188.98
16" X 16" X 1 1/2"	4	Power Seal	3132AS	145.07	/	580.28
16" X 16" X 2"	4	Power Seal	3132AS	152.96	/	611.84
24" X 16" X 1 1/2"	1	Power Seal	3133AS	192.11	/	192.11
24" X 16" X 2"	1	Power Seal	3133AS	205.28	/	205.28

TAPPING SLEEVE - EPOXY COATED

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED
EQUAL

6" X 4"	2	JCM	412	187.00	/	374.00
6" X 6"	4	JCM	412	201.00	/	804.00
8" X 4"	4	JCM	412	194.00	/	776.00
8" X 6"	2	JCM	412	209.00	/	418.00
8" X 8"	4	JCM	412	262.00	/	1048.00
12" X 6"	12	JCM	412	227.00	/	2724.00
12" X 8"	2	JCM	412	288.00	/	576.00
12" X 12"	2	JCM	412	420.00	/	840.00
16" X 6"	4	JCM	412	244.00	/	976.00
16" X 8"	1	JCM	412	314.00	/	314.00
16" X 12"	1	JCM	412	453.00	/	453.00

TAPPING SLEEVE/ALTERNATE - FULL CIRCLE, STAINLESS STEEL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED
EQUAL

6" X 4"	4	Power Seal	3480AS	181.32	/	725.78
6" X 6"	4	Power Seal	3480AS	202.92	/	811.68
8" X 6"	4	Power Seal	3480AS	208.83	/	835.37
8" X 8"	4	Power Seal	3480AS	292.86	/	1171.44
12" X 6"	4	Power Seal	3480AS	225.18	/	900.72
12" X 8"	4	Power Seal	3480AS	320.76	/	1283.04
12" X 12"	4	Power Seal	3480AS	525.33	/	2101.37
16" X 6"	4	Power Seal	3480AS	293.44	/	1173.76
16" X 8"	4	Power Seal	3480AS	417.78	/	1671.12
16" X 12"	4	Power Seal	3480AS	572.17	/	2288.68

ALL ABOVE SS TAP SLEEVES
AND # 3480 BY POWER SEAL



DUO SOLID SLEEVES - ALL DUO SOLID SLEEVES SHALL BE CAST IRON, MANUFACTURED TO FIT BOTH SAND CAST AND CENTRIFUGALLY-CAST PIPE. ALL SLEEVES SHALL BE SUPPLIED COMPLETE WITH MECHANICAL JOINTS IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI SPECIFICATIONS A21.11 (AWWA C111) AND COMPLETE WITH ALL ACCESSORIES, INCLUDING CORROSION RESISTANT BOLTS AND NUTS, GLANDS AND PLAIN RUBBER GASKETS.

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
3"	1	Tyler	5-144LOS	69.50	1	69.50
4"	5	Tyler	5-146-L	63.00	1	315.00
6"	17	Tyler	5-146-L	89.00	1	1,513.00
8"	5	Tyler	5-146-L	118.00	1	590.00
10"	1	Tyler	5-146-L	157.00	1	157.00
12"	3	Tyler	5-146-L	192.00	1	576.00
16"	6	Tyler	5-146-L	416.00	1	2,496.00
24"	4	Tyler	5-144LOS	1,740.00	1	6,960.00

CUTTING-IN-SLEEVE - W/GASKETS, BOLTS AND GLANDS

6"	25	Tyler	F-145PE	98.50	1	2,462.50
12"	10	Tyler	F-145PE	232.50	1	2,325.00

REPAIR CLAMPS-FULL SEAL W/STAINLESS STEEL BOLTS, NUTS & BONDING DEVICE
ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, OR APPROVED EQUAL

2" X 7 1/2"	2	Power Seal	3122AS	17.53	1	35.06
4" X 8"	10	Power Seal	3122AS	22.54	1	225.40
4" X 12"	10	Power Seal	3122AS	35.36	1	353.60
6" X 8"	100	Power Seal	3122AS	27.99	1	2,799.00
6" X 12"	100	Power Seal	3122AS	42.92	1	4,292.00
8" X 8"	10	Power Seal	3122AS	31.06	1	310.60
8" X 12"	10	Power Seal	3122AS	49.54	1	495.40
12" X 8"	5	Power Seal	3122AS	45.62	1	228.10
12" X 12"	5	Power Seal	3122AS	64.91	1	324.55
12" X 18"	2	Power Seal	3122AS	105.66	1	211.32
16" X 12"	1	Power Seal	3122AS	103.54	1	103.54
16" X 16"	3	Power Seal	3122AS	146.41	1	424.23
16" X 20"	4	Power Seal	3122AS	198.15	1	792.60
20" X 16"	1	Power Seal	3122AS	166.85	1	166.85
24" X 24"	1	Power Seal	3123AS	342.18	1	342.18
30" X 16"	1	Power Seal	3123AS	270.18	1	270.18

TOTAL ON COMPLETE BID PACKAGE:

\$ 53,479.16

OUR TOTAL INCLUDES TAPPING
S/BBLD + TAPPING SLUG ATTACH

53479.16
PU
2124



INDIANAPOLIS, INDIANA

Know all Men by these Presents,

That we, UNDERGROUND PIPE AND VALVE, INC.

of SOUTH BEND, INDIANA (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto CITY OF FORT WAYNE,
FORT WAYNE, INDIANA

(hereinafter called the Oblige) in the penal sum of 5% of amount bid
 _____ Dollars (\$ _____) for the payment of which the Principal
 and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
 and severally, firmly by these presents.

SIGNED and SEALED this 22nd day of February 1990

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for _____
Construction materials, water mains & services

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

UNDERGROUND PIPE & VALVE, INC.

AMERICAN STATES INSURANCE COMPANY

Barbara L. Horvath

Attorney-in-Fact



American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

----- LYMAN C. CURTIS, PEGGY L. MILLER, CURTIS A. FEY AND BARBARA L. HORVATH -----

(Jointly or Severally)

of South Bend and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however,
that the penal sum of any one such instrument executed hereunder shall not exceed

TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Vice-President and its corporate seal to be hereto affixed this 2nd day of May

A.D. 19 89

AMERICAN STATES INSURANCE COMPANY

ATTEST: _____

Assistant Vice-President

By _____

Second Vice-President



STATE OF INDIANA }
COUNTY OF MARION } SS

On this 2nd day of May, A.D., 19 89, before me personally came

Joseph F. Heim

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said _____

Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

FEBRUARY 5, 1993
My Commission Expires

Notary Public



STATE OF INDIANA }
COUNTY OF MARION } SS

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 22nd day of February

A.D., 19 90

Assistant Vice-President



450-619

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-22-90 @ 11:00 AM BID REFERENCE # 922

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CONSTRUCTION MATERIALS PER
SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S
CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Etna Supply Company

STREET ADDRESS 529 32nd Street SE

CITY Grand Rapids, MI PHONE # 1-80--632-4576

BY L. Potgeter Larry Potgeter/Vice-President
REPRESENTATIVE SIGNATURE

REPAIR CLAMPS - SERVI SEAL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD OR APPROVED
EQUALS

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
6" X 8" X 3/4"	5	Rockwell	264-00069007-007	44.53	/	222.65
8" X 8" X 3/4"	1	Rockwell	264-00090507-007	46.25	/	46.25
8" X 8" X 2"	4	Rockwell	264-00090510-015	71.09	/	284.36
12" X 12" X 1 1/2"	2	Rockwell	264-00132012-013	94.60	/	189.20
12" X 12" X 2"	2	Rockwell	264-00132012-015	97.46	/	194.92
16" X 16" X 1 1/2"	4	Rockwell	265-00171515-013	253.29	/	1013.16
16" X 16" X 2"	4	Rockwell	265-00171515-015	259.56	/	1083.24
24" X 16" X 1 1/2"	1	Rockwell	265-00257015-013	303.27	/	303.27
24" X 16" X 2"	1	Rockwell	265-00257015-015	309.25	/	309.25

TAPPING SLEEVE - EPOXY COATED

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED
EQUAL

6" X 4"	2	Rockwell	622-06900400-032	156.35	/	312.70
6" X 6"	4	Rockwell	622-06900600-232	177.45	/	709.80
8" X 4"	4	Rockwell	622-09050400-032	160.15	/	640.60
8" X 6"	2	Rockwell	622-09050600-032	182.06	/	364.12
8" X 8"	4	Rockwell	622-09050800-232	226.65	/	906.60
12" X 6"	12	Rockwell	622-13200600-032	199.57	/	2394.84
12" X 8"	2	Rockwell	622-13200800-032	257.96	/	515.92
12" X 12"	2	Rockwell	622-13201200-232	386.71	/	773.42
16" X 6"	4	Rockwell	622-17400600-032	220.00	/	880.00
16" X 8"	1	Rockwell	622-17400800-032	285.21	/	285.21
16" X 12"	1	Rockwell	622-17401200-032	418.15	/	418.15

TAPPING SLEEVE/ALTERNATE - FULL CIRCLE, STAINLESS STEEL

ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, JMC OR APPROVED

EQUAL

6" X 4"	4	Romac	SST-7.30 X 4	170.10	/	680.40
6" X 6"	4	Romac	SST-7.10 X 6	193.60	/	774.40
8" X 6"	4	Romac	SST-9.06 X 6	183.59	/	734.36
8" X 8"	4	Romac	SST-9.45 X 8	245.80	/	983.20
12" X 6"	4	Romac	SST-13.56 X 6	288.10	/	1152.40
12" X 8"	4	Romac	SST-13.56 X 8	266.80	/	1067.20
12" X 12"	4	Romac	SST-13.56 X 12	481.95	/	1927.80
16" X 6"	4	Romac	SST-17.80 X 6	389.65	/	1558.60
16" X 8"	4	Romac	SST-17.80 X 8	449.80	/	1799.20
16" X 12"	4	Romac	SST-17.80 X 12	661.59	/	2646.36

DUO SOLID SLEEVES - ALL DUO SOLID SLEEVES SHALL BE CAST IRON, MANUFACTURED TO FIT BOTH SAND CAST AND CENTRIFUGALLY-CAST PIPE. ALL SLEEVES SHALL BE SUPPLIED COMPLETE WITH MECHANICAL JOINTS IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI SPECIFICATIONS A21.11 (AWWA C111) AND COMPLETE WITH ALL ACCESSORIES, INCLUDING CORROSION RESISTANT BOLTS AND NUTS, GLANDS AND PLAIN RUBBER GASKETS.

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
3"	1	Union Foundry	Union Foundry	79.75	/	79.75
4"	5	Union Foundry	Union Foundry	65.60	/	328.00
6"	17	Union Foundry	Union Foundry	86.90	/	1477.30
8"	5	Union Foundry	Union Foundry	110.04	/	550.20
10"	1	Union Foundry	Union Foundry	141.65	/	141.65
12"	3	Union Foundry	Union Foundry	179.62	/	538.86
16"	6	Union Foundry	Union Foundry	405.10	/	2430.60
24"	4	Union Foundry	Union Foundry	883.00	/	3532.00

CUTTING-IN-SLEEVE - W/GASKETS, BOLTS AND GLANDS

6"	25	Union Foundry	Union Foundry	103.25	/	2581.25
12"	10	Union Foundry	Union Foundry	240.70	/	2407.00

REPAIR CLAMPS-FULL SEAL W/STAINLESS STEEL BOLTS, NUTS & BONDING DEVICE
ACCEPTED BRANDS: POWER SEAL, ROCKWELL, CASCADE, FORD, OR APPROVED EQUAL

2" X 7 1/2"	2	Rockwell	261-00023807-700	27.47	/	54.94
4" X 8"	10	Rockwell	261-00048007-700	33.16	/	331.60
4" X 12"	10	Rockwell	261-00048012-700	46.93	/	469.30
6" X 8"	100	Rockwell	261-00069007-700	37.42	/	3742.00
6" X 12"	100	Rockwell	261-00069012-700	55.64	/	5564.00
8" X 8"	10	Rockwell	261-00090507-700	42.65	/	426.50
8" X 12"	10	Rockwell	261-00090512-700	63.60	/	636.00
12" X 8"	5	Rockwell	261-00132007-700	61.56	/	307.80
12" X 12"	5	Rockwell	261-00132012-700	94.10	/	470.50
12" X 18"	2	Rockwell	261-00132020-700	143.75	/	287.50
16" X 12"	1	Rockwell	263-00171512-700	211.96	/	211.96
16" X 16"	3	Rockwell	263-00171515-700	252.70	/	758.10
16" X 20"	4	Rockwell	263-00171520-700	334.79	/	1339.16
20" X 16"	1	Rockwell	263-00215215-700	290.85	/	290.85
24" X 24"	1	Rockwell	263-00257025-700	762.09	/	762.09
30" X 16"	1	Rockwell	263-00320015-700	457.10	/	457.10

TOTAL ON COMPLETE BID PACKAGE:

\$55,347.59

5530259
2124pc

PLEASE SEND BID RESULTS. SELF-ADDRESSED ENVELOPE IS ENCLOSED.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 2/21/90

1. Governmental Unit: City of Ft. Wayne

2. County: Allen

3. Bidder (Firm): Etna Supply Company
Address: 529 32nd Street SE
City/State: Grand Rapids, MI 49548

4. Telephone Number: 1-800-632-4576

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Ft. Wayne, City (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

L. Potgieter
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
---------------	----------	------	-------------	------------	--------

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Etna Supply Company
Bidder (Firm)

L. Potgieter
Signature of Bidder or Agent

Subscribed and sworn to before me this 21ST day of FEBRUARY, 1990

My Commission Expires: 9-3-91

County of Residence: KENT

Richard A. Andresiak
Notary Public

RICHARD A. ANDRESIAK
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Etna Supply Company
as Principal, hereinafter call the Principal, and 529 - 32nd Street SE
Wyoming, MI 49508
American Home Assurance Company
New York, New York
a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fort Wayne, Indiana
as Obligee, hereinafter called the Obligee, in the sum of five percent of amount of bid-----


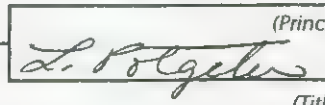
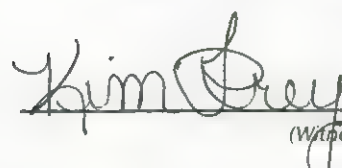
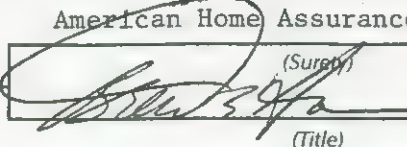
-----Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for

Supply Repair Clamps

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February 19 90

 (Witness)	Etna Supply Company (Principal) (Seal)  (Title)
 (Witness)	American Home Assurance Company (Surety) (Seal)  (Title) Brett E. Harman, Attorney-in-Fact

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.

Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No. 42-B-21400

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---W.W. Warner, Rodney Bliss III, William W. Warner, M.J. Long, John Bednarz,
Brett E. Harman, Robert C. Mosher: of Des Moines, Iowa---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 15 day of August, 19 89

Frederick J. Gurba
Frederick J. Gurba, Assistant Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 15 day of August, 19 89,
before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Joseph B. Nozzolo
JOSEPH B. NOZZOLO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 1990

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Maureen P. Tully, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 22nd day of February, 19 90



Maureen P. Tully
Maureen P. Tully, Secretary

Read the first time in full and on motion by Burns, seconded by Julius, and duly adopted, read the second time by title and referred to the Committee on City/Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 3-27-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-77-90 on the 10th day of April, 1990

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Charles S. Res
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of April, 1990, at the hour of 11:30 o'clock PM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 1990, at the hour of 12:20 o'clock PM M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 922 for the purchase of water construction materials for Water Maintenance & Service for 1990. The costs reflect the lowest and most responsive of three (3) vendors.

J-90-03-34

EFFECT OF PASSAGE: These materials are used in repair or replacement of water mains.

EFFECT OF NON-PASSAGE: We would not be able to repair mains, causing distress to the citizens of Fort Wayne and a loss of revenue for the City.

MONIES INVOLVED:	Underground	\$18,913.31 +/-
	Etna	\$16,871.67 +/-

PRICE AGREEMENT: Yes

PURCHASE ORDER:

SOURCE OF FUNDING: W M & S 513-523-W154-4299

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-03-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

BA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding
of Reference #922 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and UNDERGROUND PIPE AND
VALVE, INC. AND ETNA SUPPLY COMPANY for the Water Maintenance
and Service Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>Paul M. Burns</i>			
<i>Mark E. Giaquinta</i>			
<i>Henry Long</i>			
<i>Samuel Talarico</i>			
<i>Thomas E. Henry</i>			

DATED: *4-10-90*

Sandra E. Kennedy
City Clerk